

**Brief Description of Permitted Uses and  
Restrictions Relating to Residential Units,  
Common Elements and Limited Common Elements**

The Residential Units are restricted to single-family residential use on an ownership, rental or lease basis and for social, recreational or other reasonable activities incidental thereto. Declaration Section 10.1.

Although leasing of Units is permitted, there are strictly enforced requirements relating to leases of Units, such as the form of the leases, notices to the Association and rights of the Board which are as set forth in Declaration at Section 10.3.

Each Owner is required to maintain the Unit in a clean and sanitary condition. Owners may not alter the exterior of the building, their respective Limited Common Elements any portion of their Unit visible from the outside, or (in the case of a Residential Owner whose Unit is directly above another Unit) change their carpeted flooring to hard surface flooring except as set forth in the Declaration. Declaration Sections 10.4, 10.5 and 10.7.

Owners of Residential Units may not post signs visible from a Unit or in the Common Elements or Limited Common Elements without prior consent of the Board. Declaration Section 10.8.

Each Owner is permitted to keep pets in a Unit subject to rules adopted by the Board. The Board may require removal of pets that unreasonably disturb other Owners and Tenants. Declaration 10.9.

Owners and Residents are entitled to quiet enjoyment of the property. Noxious or offensive activities in the Units or in the Common Elements or Limited Common Elements are prohibited. Declaration Section 10.10.

The Association may adopt reasonable Rules governing the use of the Common Elements and Limited Common Elements. Declaration 13.4.6.

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# The McKee Condominium

## Rules and Regulations

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### SECTION 1 INTRODUCTION

- A.) The following are the Rules for the McKee Condominium, adopted, revised, codified and restated as of the 15<sup>th</sup> day of August 1996, further revised and restated as of the 16<sup>th</sup> day of November, 2000, and further revised and restated as of the 25th Day of March, 2009 by the Board of Directors of the McKee Owners Association pursuant to the authority granted to the Board in Section 13.4.1 of the Declaration of Condominium for the McKee and RCW 64.34.304(1)(a).

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of his or her home. Each member of the community, whether Owner, Tenant or guest, must abide by the standards of the community and comply strictly with the Declaration, Bylaws and these Rules to promote the harmony and cooperative purposes of the community. **Each Owner is fully responsible for the compliance of his or her family members, guests, Tenants and other occupants of the Owner's Unit while they are within the Condominium boundaries.**

- B.) The Board has classified the Rules violations into three levels with corresponding monetary fines for each level. In the attached publication of the Rules, violations are preceded with a "1", "2" or "3" to indicate the level of violation. The fines for each violation level are contained in Attachment A – McKee Fee Schedule. A complaint alleging a violation must be in writing and conform to the complaint form (Attachment D).

**With respect to continuing violations, each day on which a violation continues shall be considered a separate violation and may be grounds for a separate fine. Any violation may be grounds for filing an action for injunctive relief or damages.**

- C.) Penalties assessed against a Unit occupant and/or a Unit Owner shall be collectable as delinquent assessments. Fines are payable to The McKee Owners Association within 10 days of notification. A late fee will be assessed against the Unit for late fine payments.

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### SECTION 2

#### MOVES - IN AND OUT, LARGE DELIVERIES

#### AND CONSTRUCTION CLEAN-UP

#### RULES

#### VIOLATION

#### LEVEL

- 2 A.) All moves, either in or out, deliveries, and construction activities are to be scheduled at least three days in advance with the Building Manager. The Building Manager will post a sign on the door of the applicable unit and on the bulletin board in the appropriate building as notice of such activity.
- 2 B.) New Homeowners/Tenant Orientation. It is the new homeowner's responsibility to schedule a meeting with the Building Manager before they schedule their move-in. During the meeting, the Building Manager will provide relevant information regarding The McKee's "Governing Documents" (The Declaration, By-laws, and Rules and amendments thereto), orientation to building facilities and written policies that will impact the move itself (e.g., box breakdown and disposal, garbage, recycle, cleaning up after move, elevator pads, parking, insurance, etc.). In the case of rental units, the homeowner is responsible for scheduling an appointment with their renter and the Building Manager for an on-site orientation before they can schedule the renter's move-in. A two page "rules overview" will be provided. At the orientation, homeowner/tenant will be asked to sign an acknowledgment of the "rules overview"
- 2 C.) Elevator pads and carpet protection is required for all moves, both in and out. Homeowner/tenant is responsible for contacting the Building Manager at least seven days prior to the move date.
- 2 D.) No moves, in or out, are allowed on weekends unless an extra fee has been paid. The extra fee is necessary because weekend moves require extra staff to install and remove elevator pads and carpet protection. Homeowner/tenant is responsible for contacting the building manager and scheduling at least three business days prior to a weekend move.
- 3 E.) During construction projects and delivery of large items to residential units, elevator pads and carpet protection must be in place. The homeowner is responsible for contacting the Building Manager and scheduling the delivery. Homeowner is responsible for disposing of old items – there are no facilities for large disposal available in The McKee.
- 2 F.) During moves, in or out, and construction projects, holding elevators open is not allowed. Due to the nature of the building security, external doors or gates must not be propped open at any time.
- 2 G.) It is the responsibility of homeowner and/or contractor to clean up any debris in elevators, hallways, lobby and garage that is a result of construction/remodel or delivery activities *on a daily basis*.
- 2 H.) Move-in/Move-out fees must be paid prior to the move-in or move-out and will be charged to the Unit Owner.

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### SECTION 3 INSURANCE AND DAMAGE

#### RULES VIOLATION LEVEL

- 1 A.) On an annual basis owners will be asked to provide proof of insurance for their Unit.
- 3 B.) In case of a water leak, notify the property manager immediately. The Board must be notified of the leak so that it may execute its duty to investigate and repair any damage, as set forth in the Declaration (King Co. Records No. 9408290231) at Section 22. Liability for the cost to repair damage is set forth in the Amendment to the Declaration (King Co. Records No. 20000112001764) at Sections 21.10 and 10.14.
- 3 C.) Liability for the amount of damage may be the Homeowner's responsibility, depending on the basis for the damage. The Declaration provisions, as amended, control over the general explanation below.
- i. The homeowner is liable for the amount of damage within the limits of any applicable insurance deductible on a policy issued to the Association or otherwise uninsured where the damage results from the homeowner's negligence or intentional action or omission, or from the failure to maintain any part of the condominium for which the homeowner is responsible. See Amendment to the Declaration Para. 21.10.1.
  - ii. Except as provided above in (i), liability for the amount of damage within the limits of any applicable insurance deductible on a policy issued to the Association or otherwise uninsured is the responsibility of the Unit Owner where the damage involved is limited solely to that Owner's Unit or the LCEs assigned to that Owner's Unit.
  - iii. Except as provided above in (i) and (ii), where damage involves both CEs and/or one or more Units or the LCEs assigned to the units, liability for the amount of damage within the limits of any applicable insurance deductible on a policy issued to the Association or otherwise uninsured is to be pro-rated between the Association and any involved Owners, in proportion to the relative amounts of damage to the CEs and the affected Units (including the LCEs assigned to those Units).
- D.) Notwithstanding any other provision of the Declaration, an Owner is responsible for any expenses resulting from that Owner or their tenant or occupants' damage to a Unit, Common Element or Limited Common Element. An Owner is responsible for any damage-related expenses to a Unit/CE/LCE resulting from the Owner's failure to maintain, repair, or replace any fixture, equipment, appliance or appurtenance if the Declaration makes the Owner responsible to maintain it. Each Owner is responsible for any damage-related expenses to a Unit/CE/LCE that results from any misconduct by the Owner, their tenant, or any occupants. The charges to repair or replace any damage in excess of insurance proceeds available to the Association from its insurance policies shall be specially assessed to the Unit, shall be a lien on the Unit, and shall be collectable as are other Assessments.
- As of this writing the Association's master policy's deductible is \$10,000. Homeowners are advised to make changes to their individual condominium owners' insurance coverage to reflect the deductible amount.
- E.) Inspection by property manager/board member will be made of decks, patios, etc. on an annual basis.

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### **SECTION 4**

#### **CONDITION OF COMMON AND LIMITED COMMON ELEMENTS**

##### **RULES**

##### **VIOLATION**

##### **LEVEL**

#### **GENERAL CONDITIONS**

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| 2 | A.) Drive ways, walks, hallways, corridors, stairways and other portions of the Common Elements designed for access shall be used exclusively for normal ingress and egress and no obstructions shall be placed therein unless permitted by the Board of Directors or by these Rules.  |
| 1 | B.) All interior entry doors to the Units are to remain closed to comply with fire safety codes.   |
| 1 | C.) Littering is prohibited. Do not throw cigarette butts, wrappers or other articles on grounds. Place these items in proper receptacles. Clean any spillage or breakage for which you are responsible.   |
| 1 | D.) Smoking is not permitted in the interior Common and interior Limited Common areas, including lobbies, elevators, hallways, stairways and the parking garage. Smoking is prohibited in all Common and Limited Common Areas, including lobbies, elevators, hallways, stairways, parking garage, pool, and workout facility |
| 1 | E.) Hallways/entryways shall be kept clean by occupants. No bath rugs shall be used as floor mats outside one's Unit. Nothing may be stored in the Common Area hallways. Bicycles are to be transported via the garage, not through the lobbies  |
| 2 | F.) No holes shall be drilled or otherwise placed by Owners or occupants into the exterior surfaces of any building, exterior wall, and/or deck/ceiling surfaces.  |
| 3 | G.) No Owner or occupant shall install any wiring in, on, or through the exterior of the buildings except as pre-authorized by the Board in writing. Items installed in Common or Limited Common areas without prior Board approval will be removed at the Owner's expense.  |

To Request maintenance in the Common or Limited Common areas, complete a maintenance request form. Maintenance request forms are found in the maintenance log book in the lobby of each building. A copy of this form may also be found in Attachment F.

#### **PATIOS, DECKS AND TERRACES**

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| 3 | H.) The use or storage of barbecues is permitted on any of the decks or patios at The McKee. Barbeques must use propane. No charcoal, wood or other solid fuel are allowed. Homeowners are responsible for practicing fire safety at all times when using a barbeque. Homeowners are responsible for any damage they cause to the building.                                     |
| 2 | I.) Decks and patios are to be maintained in a clean, neat, and attractive condition at all times. No unsightly items are to be kept on decks and patios at any time. The Board shall determine the appropriateness of any item placed thereon, based on the item's visibility from outside. A non-exclusive list of items that shall not be placed on decks and patios include |

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- waste and waste cans and bags, paper, boxes, furniture not intended for outdoor use, cleaning or gardening materials, tires, bicycles, refrigerators, freezers,
- 1 J.) No exterior clothesline shall be erected or maintained and there shall be no drying, airing out, shaking, or laundering of clothes, blankets, beach towels, rugs, bedding, etc. on the patios, decks or other Common or Limited Common Elements.
  - 1 K.) Patio umbrellas must be solid in color, and be void of lettering and/or advertising. Indoor/outdoor carpet may not be used on patios/decks/terraces.
  - 1 L.) All plant/tree pots on Limited Common Elements shall be in free standing pots with saucers or catch basins. All plantings must be professionally maintained. No deciduous trees are allowed on decks or patios. The height of trees on patios/decks is restricted to six (6) feet. No posts hanging from exterior surfaces, including trellises, are allowed. Violation of this Rule could result in damage to the exterior of the building. Owners may hang small planter boxes facing the interior of the balcony only. Nothing may be permitted to hang over the outside railing.
  - 1 M.) Since all planter boxes on the first floor level are professionally maintained, Owners or Tenants who wish to garden must do so in their own planters within their patio areas. Townhouse Owners may, at their discretion, either maintain their front patio plot themselves or may have the Association maintain this area.
  - 3 N.) No fireworks may be set off from the decks/patios/terraces or roof.
  - 3 O.) No hot tubs are allowed on any decks/patios/terraces or roof surface.
  - 1 P.) When cooking in units, interior ventilation fans should be used and exterior windows open whenever possible to reduce odors escaping into hallways.
  - 2 Q.) If professional cleaning of oils and other spillage in parking spaces is required, homeowner will be charged at a rate not to exceed the contracted price to The McKee.

### **DECORATIONS, SIGNS AND DISPLAYS (RESIDENTIAL UNITS ONLY)**

- 2 R.) No items may be permanently attached to the Unit entrance doors or alcoves without prior Board approval. Decorations may be displayed on your hall front door entrance alcove, but must not be permanently affixed or protrude beyond the alcove wall. Door decorations may not exceed eighteen inches (18") square.
- 1 S.) Except as specifically provided in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any Unit or from the Common or Limited Common Elements without the consent of the Board of Directors.
- 1 T.) Holiday decorations on or in a Unit or Limited Common Element that are visible from the outside the Unit or Limited Common Element must be removed within a reasonable time after the holiday. Flashing lights or flashing decorations are not allowed.
- 2 U.) Signs, projections (i.e., air conditioners) or window covering other than white and beige are not permitted. No signs visible from the Common Elements or visible to the public may be posted without the prior written approval of the Board of Directors. All signage for the commercial spaces must be pre-approved, in writing, by the Board of Directors.

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### **Rules and Regulations**

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- 1     V.)    No signs shall be displayed from Units (i.e., trade or business signs, political or campaign signs, no individual "for sale" or "for rent" signs.) Should you need to advertise your Unit for sale, the Association will provide a place for information near the entrances.
  
- 1     W.)    Only the United States flag may be displayed on a free standing pole (not draped or attached to the exterior of the building) on designated United States holidays. Nothing else can be draped or displayed off decks at any time.



**SECTION 5**  
**GARBAGE DISPOSAL**

**RULES**  
**VIOLATION**  
**LEVEL**

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| 2 | A.) Disposing of trash into the trash chute requires strict observation of posted rules.  |
| 2 | B.) All garbage must be put in plastic bags and tied to minimize flies and odors.   |
| 2 | C.) No extra-large items, e.g., mattresses, carpeting, etc. can be processed at The McKee. They must be removed at Owner's or occupant's cost and expense. Any large cardboard boxes must be broken down before placing them in the dumpster or recycling bin. If you have any question about the size or amount of larger items which must be thrown away, please contact the Property Manager for suggestions and instructions. |
| 3 | D.) A recycling program is in effect for The McKee and the rules and procedures of the recycling program are incorporated herein by reference and are to be observed by all occupants.  |
| 3 | E.) Pet litter must be securely bundled in a plastic bag and placed in the special receptacle in the recycling room.  |
|   | F.)   |

**SECTION 6**  
**NOISE AND OFFENSIVE ACTIITIES**

**RULES**  
**VIOLATION**  
**LEVEL**

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| 2 | A.) | The space between Units is not soundproof. Please avoid creating undue noise or disturbance from within a Unit, deck or entry area, which would unreasonably annoy other Owners or occupants at any time. Please keep stereos, TVs, musical instruments, voices, phone conversations, parties, etc. at a low enough level so that others around you will not be disturbed. |
| 2 | B.) | Quiet hours are from 10:00 pm to 8:00 am, seven days a week. Owners and occupants must take extra care to keep noise levels down during this period.   |
| 2 | C.) | No noxious or offensive activity shall be carried on in any Limited Common or Common Elements, nor shall anything be done therein which may become an annoyance or nuisance to other Unit Owners, or which would be in violation of any laws.  |
| 2 | D.) | The use of wheeled recreational vehicles such as skateboards, roller blades, scooters, bicycles, etc.; or flying objects such as Frisbees anywhere on the Common or Limited Common Elements is prohibited.   |

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### **SECTION 7**

#### **PARKING/VEHICLES**

#### **RULES**

#### **VIOLATION**

#### **LEVEL**

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| 2 | A.) | Speeding and unsafe driving on the McKee premises are prohibited. When leaving the parking garage, stop at the sidewalk and check for pedestrians.   |
| 2 | B.) | Excessive vehicle noise from damaged mufflers, etc., is not allowed. Honking of horns within the McKee is prohibited except to warn of imminent danger. When starting your vehicle and leaving the McKee, make your exit as quietly (no engine "revving" or long warm-ups) and as quickly as possible. Turn your car stereo down when within the complex. No vehicle shall be left running for more than 2 minutes to prevent exhaust buildup around buildings and to keep noise levels down. Vehicles shall not be left running unattended. |
| 1 | C.) | No inoperable vehicles may be stored in the garage at any time. An inoperable or improperly parked vehicle may be removed from the garage at the owner's expense.  |
| 3 | D.) | No motor rebuilds, body work or major vehicle repairs shall be done on the property. No work that will produce spillage of any kinds of the asphalt, e.g., oil, grease, anti-freeze or radiator water is allowed. Oil changes are not to be done on The McKee property.  |
| 1 | E.) | No vehicles will be allowed to drip extensive oil or gasoline onto the parking garage floor. Any spills must be cleaned immediately, at the owner's expense, Owners and occupants are responsible for keeping their parking spaces clean and free of debris at all times.  |
| 1 | F.) | No vehicle shall be parked in a manner that obstructs another vehicle or protrudes outside the owner's parking space(s).   |
| 1 | G.) | No parking in spaces reserved for others without their permission. Unauthorized or improperly parked cars should be reported to the Onsite Manager or Property Manager. Such cars will be subject to tow.  |
| 1 | H.) | Boats, trailers, buses and recreational vehicles are not allowed in the garage.  |
| 1 | I.) | No washing of vehicles is permitted on The McKee premises.   |
| 1 | J.) | Vehicles must be locked and secured at all times. Do not keep valuables in your vehicle. Stolen or lost garage door openers must be immediately reported to the Onsite Manager.  |
| 1 | K.) | Headlights must be turned on when driving in the garage.   |
| 1 | L.) | Parking Spaces may not be used for storage.  |
| 1 | M)  | If you choose to cover your vehicle please use a professional car/motorcycle cover. No blankets, rags, bedspreads are allowed.   |

# The McKee Condominium

## Rules and Regulations

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### SECTION 8

#### PETS

#### RULES VIOLATION LEVEL

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| 2 | A.) | Owners and occupants may keep a maximum of two pets (domesticated animals, birds or reptiles) up to 20lbs each in Units at the McKee. Pet owners are responsible for their pets. No other animals shall be raised, kept or allowed to visit in any of the Common or Limited Common Elements, whether as pets or otherwise. If any occupant keeps a dog or cat in his or her Unit, he or she shall take all care required to ensure that the pet does not disturb other occupants at any time, e.g., barking. Unit Owners and any other persons keeping a pet within the McKee are jointly and personally responsible for any damage which their pets may do to Common Elements or to the property of another Owner or occupant. Damage done by a pet to the personal property of another occupant is a matter strictly between the pet Owner and the person whose property is damaged. |
| 2 | B.) | Dogs must be kept on a leash or held in the arms at all times in the Common Elements and Limited Common Elements. Dogs must be walked outside McKee boundaries and be walked away from the premises. Dogs or cats may not be left unattended, or tied outside a Unit, on patios and lanais or any other part of the Common Element.  |
| 3 | C.) | Animal waste must be cleaned up immediately. Animal waste must be placed in plastic bags and deposited in the special receptacles in the recycling rooms.  |
| 3 | D.) | Litter box refuse may not be disposed of via garbage chute. It <i>must</i> be secured in a plastic bag and placed in the special receptacle in the recycling room.   |
| 2 | E.) | Owners are prohibited from allowing pets to eliminate in hallways or common areas or on decks, patios and/or roofs.  |
| 1 | F.) | Pets are to be fed inside Units only.  |
| 2 | G.) | There shall be no breeding of animals for private or commercial use on the premises.   |
|   | H.) | The Board of Directors may require the removal of any animal which the Board in exercise of reasonable discretion finds is unreasonably disturbing other Unit Owners or occupants, or if the Owner or occupant continues to violate the Rules concerning pets, and may exercise this authority for specific animals, even though other animals are permitted to remain.  |
| 3 | I.) | Owners or Tenants keeping a pet on the McKee premises must register the pet with the Association.  |
| 1 | J.) | A non-refundable fee for each pet will be charged either at move-in, or at the date of the pet's acquisition, as applicable. See Schedule A for the current fee.   |

**SECTION 9**  
**EXERCISE FACILITY, CLUBROOM AND GUEST SUITE**

**RULES**  
**VIOLATION**  
**LEVEL**

**EXERCISE FACILITY**

**Use of the exercise facility is at the residents' and guests' own risk. Residents are responsible for their children and guests.**

- 2    A.)    The use of the facility and equipment is limited to residents and guests in the company of residents.
- 2    B.)    The facility hours are 6:30am to 10pm every day.
- 1    C.)    All users of this facility must wipe down the equipment after each use.

**CLUB ROOM**

- 2    D.)    For functions, the club room shall only be used by residents of the McKee with a prior booking reservation. Reservations are made through the Guest Suite Manager. You must be 18 years of age or older to reserve the club room. The resident making the reservation is responsible for any damage to the facility and must be present at the function.
- 2    E.)    A refundable cleaning deposit is required and payable in advance to the Association (see Attachment A). The deposit will be retained if the club room is not restored to its original condition.

**GUEST SUITE**

- 2    F.)    Rental of the guest suite is limited to owners for their guests, with a limit of three nights per stay. However, if the suite is available and there are no other reservations placed within one week of the desired stay, the guest suite may be rented longer than three days.
- 2    G.)    Each Owner is responsible for any damage to the suite during a reservation made in their name.
- H.)    Arrangements for use are to be made in advance with the Guest Suite Manager. Monies are forwarded to the Management Company.
- I.)    The rental fee rates for the Guest Suite are contained in Attachment A – McKee Fee Schedule. The first night rental fee is required at the time of the reservation. Should you need to cancel your reservation, notification must be received by the Guest Suite Manager three days prior to the reservation date to receive a refund.

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### **SECTION 10**

#### **SWIMMING POOL/SPA**

#### **RULES**

#### **VIOLATION**

#### **LEVEL**

- 1 A.) Pool/Spa hours are 8:00 am to 10:00 pm daily. The pool closes at 10pm sharp!
- 1 B.) Persons wearing diapers must wear protective coverings.
- 1 C.) A parent or adult resident must accompany children when in pool area.
  - (i) If a child twelve years of age or less is using the pool, a responsible adult eighteen years of age or older must accompany the child and be at the pool or pool deck at all times the child uses the facility; and
  - (ii) If an individual between thirteen years of age and seventeen years of age is using the pool, at least one other person must be at the pool facility.
- 1 D.) No alcoholic beverages and/or glassware are permitted in the pool area.
- 1 E.) Guests must be accompanied at all times by a resident. The number of guests should not interfere with the use of the pool by residents.
- 1 F.) No radios, tape recorders, etc., may be operated in the pool area unless used with headphones.
- 2 G.) Diving into the pool is not permitted. No running, rough or boisterous activity. No yelling, screaming, horseplay. No cannon balling, "belly flopping" or excessive splashing in or around the pool.
- 1 H.) No throwing of objects in or around the pool.
- 1 I.) No noxious or offensive behavior or language or illegal activities are allowed.
- 1 J.) Do not use the pool or spa if you have a contagious skin or rash condition.

**In case of emergency, call 911 from the phone in the pool area!**

**No life guard on duty. Use of pool and spa is at the residents' and guests' own risk.  
Parents/guardians are responsible for their children and guests.**

**Residents or guests not respecting the pool/spa rules may be asked to leave the pool and  
pool privileges may be suspended for the season.**

**SECTION 11**  
**SAFETY AND SECURITY**

**RULES**  
**VIOLATION**  
**LEVEL**

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|---|-----|--|
| 1 | A.) | All occupants of Units at The McKee shall register with the management company, providing names, telephone numbers, vehicle description and license numbers, pet information, emergency contact and key provisions, and parking and storage numbers. This is for security and emergency purposes only. |
| 1 | B.) | Keep your Unit locked at all times. Report any suspicious activity to the police and to the Manager.   |
|   | C.) | Residents are encourages to notify the Manager or a neighbor of any period of extended absence from the property.  |
| 3 | D.) | The use of fireworks of any kind is prohibited at all times on the McKee property.   |
| 2 | E.) | Owners are responsible for entry and visits of clients during all real estate open houses and showings.  |
| 3 | F.) | Perimeter doors and gates are to be closed at all times.   |

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### SECTION 12 RESIDENTIAL UNITS' USE

#### RULES VIOLATION LEVEL

- 3 A.) The Residential Units shall be used exclusively for single-family residential purposes. The McKee is intended to be for the common social, recreational or otherwise reasonable uses normally incident to those purposes and for purposes of operating the Association and managing the Condominium. Residential purposes include sleeping, eating, food preparation for on-site consumption by residents and guests, entertaining by residents of personal guests and similar activities common conducted within a residential dwelling, without regard to whether the Unit Owner or resident resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis.
- B.) Notices re: Ownership and Occupancy Changes. The provisions of this Section 10 shall govern the presence and movement of persons in and out of the Units.
- C.) Registration of Pre-Existing Residents. All residents must be registered with the Association within 30 days. All Residents occupying Units at the time this Rule is adopted must be registered with the Board within thirty (30) days of the adoption of the Rule. As used in this Section, the term registration shall mean the filing by the Resident with the Association or its authorized representative of a written statement setting forth the following information (See Attachment B):
1. The name, telephone numbers, correct street address for Owner/Resident, pet information, emergency contacts of the Owner/Resident, key provisions, parking and storage numbers; and
  2. The Unit number and names and telephone numbers of all Residents of the Unit other than the Owner; and
  3. The license numbers and descriptions of all vehicles brought or kept on a permanent basis to the Condominium Property by Residents of the Unit.
- 3 D.) Move in and move outs are only permitted Monday through Saturday from 9am to 6pm. Move in and move outs are not permitted on Sundays. The Building Manager must be notified seven (7) days prior to ensure protective covering is installed in the hallways and elevators. The elevator may be reserved, but must be shared with residents as required.
- 3 E.) Move in and pet fees (see Attachment A) must be paid by the new resident prior to occupying the Unit.



# The McKee Condominium

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### SECTION 13 RENTAL OF UNITS

#### RULES VIOLATION LEVEL

- A.) Rental Defined and Regulated. (In support of Declaration Section 10.3) The Rental of a Unit shall be governed by the provisions of the Declaration including, without limitation, this Section. As used in the Declaration, the terms “to rent”, “renting” or “Rental” shall refer to and include the Leasing or Renting of a Unit by its Owner and to the occupancy of a Unit solely by a person or persons other than its Owner, provided that for the purpose of the regulation of Leases is to support Sub-Section 10.3.
- 4 B.) Minimum Lease Term Required. No Unit Owner shall be permitted to Rent or Lease less than the entire Unit or to Rent or otherwise permit his or her Unit to be used for hotel or transient purposes, which shall be defined as a Rental for a period of less than six (6) months. No Owner shall cause or allow the overnight accommodation of a business invitee in a Unit on a temporary or transient basis.
- 4 C.) Lease Requirements. No Rental of a Unit shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the Owner(s) and the Tenant(s) (referred to in the Declaration as a “Lease”). The occupancy of a Unit in the Condominium and every Lease shall be subject to the Governing Documents of the Association. By entering into occupancy of a Unit, a Tenant agrees to be bound by the Governing Documents. The Association shall have and may exercise the same rights of enforcement and remedies for each of the governing Documents against a Tenant as it has against an Owner, and in addition shall have the rights and remedies provided for in Sub-Section 10.3 of the Declaration. Each Lease shall contain language acknowledging the Association’s rights and the Tenant’s obligations under the Governing Documents.
- 4 D.) Filing of Leases. Each Owner who intends to rent a Unit to a Tenant shall submit a copy of the Lease and Lease Addendum for such Unit with the Association’s Designee to begin the approval process *prior* to the Applicant’s occupancy of the Unit.
- 4 E.) Governing Documents to be Provided to Tenants. Each Unit Owner who Rents or Leases a Unit in the Condominium to a Tenant or allows the occupancy of a Unit by a Related Party shall provide that Tenant or Related Party with a copy of the Governing Documents for The McKee. If the Unit Owner fails to provide evidence to the Association that it has done so, the Association may furnish a copy of these documents to the Tenant or Related Party and charge the Owner an amount to be determined by the Board of Directors for each document provided. Unless otherwise set by the Board of Directors, the occupying charge shall be twenty-five cents (\$0.25) for each page. The copying charge shall be collectable as a Special Assessment against the Unit and its Owner.
- 4 F.) Non-Discrimination. Neither the Association nor a Unit Owner shall discriminate against any Applicant with regard to rental of a Unit in the Condominium on the basis of race, color, creed, national origin, age, sex, sexual orientation, religion, familial status, marital status, handicap or any other legally protected classification.
- 2 G.) Tenants must provide the Tenant Approval Form (Attachment C) to building management at the Tenant Orientation Meeting.

**SECTION 14**  
**ARCHITECTURAL RULES**

**REMODELING AND REDECORATING POLICY**

(Refer to Declaration Sections 10.4, 10.5 and 10.7)

In order to protect and maintain the Common Elements and Limited Common Elements, and to protect the reasonable use, enjoyment and preservation of the Condominium, Unit Owners and occupants must abide by the following Rules for redecorating and remodeling. All determinations of the Board pursuant to this section shall be final and binding on all Owners and occupants. [Except as permitted by the Declaration and under the following rules, no Unit Owner or Tenant may in any way redecorate, remodel or otherwise modify a Unit without specific written approval by the Board of Directors.] All work is subject to the Declaration and Rules.

**RULES**  
**VIOLATION**  
**LEVEL**

- 3     A.)    Unit Owners may refinish surfaces with the same material (i.e., carpet to carpet, paint to paint, etc.) without Board of Directors approval. These rules specify the use of the same materials since substitution of other materials may damage the building and/or inconvenience other occupants, (see original project plans – the living areas of Units were originally furnished with materials to minimize sound transmission. Any substitution of another type of floor covering could result in unacceptable noise in the Units below. The Board may order any current or past installation of substitute materials that result in complaints and/or building damage be removed, at the Unit Owner's expense, and replaced with original materials.)
- 3     B.)    Architectural plans are available from the Resident Manager. A deposit is required and will be refunded upon return of the plans in condition received.
- 3     C.)    A written request for all redecorating or structural remodeling or other modifications to Units not listed in "A" above, must be submitted to and approved by the Board of Directors prior to commencement of any work. **The Architectural Change Request Form is contained in Attachment E.**
- 3     D.)    At any time prior to the Board's issuance of written approval or rejection of a request, the Board may request the Owner to submit additional plans, specifications or reports of engineers, architects or other experts, as the Board deems necessary in its sole discretion.
- 3     E.)    Until the Board, in a duly authorized resolution, provides its specific written approval, no such request shall be deemed approved. The Board will respond to all completed proposals within 30 days after the submission of the original request if possible; or, after submission of all additional requested plans, specifications or reports.
- 3     F.)    All costs and expenses relating to any request including the obtaining of plans, specifications or reports requested by the Board of the Owner shall be borne exclusively by the Owner requesting the modification.
- 3     G.)    In no event shall any modification to any portico of the buildings be permitted which would overload or impair the floors, walls, windows, or roofs of the buildings, or otherwise cause any damage to the structure or cause any increase in the ordinary premium rates, cancellation or

## The McKee Condominium Rules and Regulations

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invalidation of any insurance relating to the buildings maintained by or for the Board of the Association. Nor may any Owner or occupant install anything onto, over, in, or through the exterior of the building, or protruding into or through the walls, floors, windows, doors, ceilings, roofs or other common elements or limited common elements of the building or any Unit, without prior written consent of the Board of Directors.

- 3 H.) Any permits (i.e., building, electrical, plumbing, etc.) required by the authority having jurisdiction must be obtained by the Owner in advance of beginning any work. All such permits must be posted on the Unit door and a copy provided to the Onsite Manager 24 hours in advance of the scheduled work.
- 3 I.) Any work either requiring Board approval or work approved by the Board shall comply with the current Bellevue City Noise Ordinance and be completed from Monday through Friday between the hours of 7:00am to 6:00pm on weekdays and/or from 9:00am to 6:00pm on Saturdays. Construction-related noise is not allowed outside of the above hours, Sundays, or on legal holidays.
- 3 J.) Any Owner having work completed by an outside contractor must provide the Onsite Manager the name and telephone numbers of the contractor/designer involved 24 hours in advance of the scheduled work. The Moving and Building Security rules apply for all remodeling and redecorating projects and it is the responsibility of the Unit Owners or Tenants to inform contractors of these rules and to ensure their compliance.
- 3 K.) Unit Owners are responsible for any mess or damages to the Condominium premises or disruption to the Condominium services caused by the Unit Owner, occupant or contractor completing the work for the Owner or occupant. All construction debris must be hauled from the McKee premises at the Owner's expense. The Unit Owner will be billed for correction, restoration or general cleanup required as a result of contractor negligence or violations of these Rules.
- 3 L.) No Owner shall be permitted to subdivide a Unit or combine any portion of a Unit with another Unit without the affirmative vote of Owners holding at least ninety percent (90%) of the voting rights in the Condominium.
- 3 N.) All remodel debris must be disposed of by owner/contractor. A single parking stall can be used to store construction debris being collected for disposal if it is maintained properly (e.g., must be in a wheeled trailer that is covered and the surrounding area kept clean).

# The McKee Condominium

## Rules and Regulations

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### SECTION 15

#### COMPLIANCE WITH GOVERNING DOCUMENTS

- A.) Distribution of Rules. The Rules shall be stated in writing and shall be made available to each Unit Owner, Tenant, Occupant mortgagee or other party having a legitimate interest in the Rules, upon written request to the Secretary of the Association.
- B.) Strict Compliance. Each Owner, Tenant and other Occupant of a Unit in the Condominium shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board adopted as provided in the Governing Documents (referred to in the Declaration as "Board Decisions"). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are accepted and ratified by the Owner, Tenant or other Occupant and all provisions of the Governing Documents shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.
- C.) Failure to Insist on Strict Performance No Waiver. The Board or Manager shall exercise its sound business judgment in determining what actions to take in the enforcement of the Governing Documents. The failure of the Board or Manager in any one or more instances to insist upon the strict performance of any other terms, covenants, conditions or restrictions of the Governing Documents, or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of that term. The receipt by the Board or Manager of any Assessment from an Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and not waived by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.
- D.) Payment of Homeowner Assessments. The monthly homeowner assessments are due the first of each month for that month. Any payment not received by the fifteenth day of that month will be assessed a late fee of \$25.00

**SECTION 16**  
**DUE PROCESS ENFORCEMENT PROCEDURES**  
**FOR THE MCKEE OWNERS ASSOCIATION**

**ARTICLE 1. DEFINITIONS**

Unless the context requires otherwise, the definitions given in the Act, as modified in the Declaration, shall apply in interpreting these Due Process Procedures. As used in these Due Process Procedures, the following terms shall have the following meanings:

- 1.1 “Act” means the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended.
- 1.2 “Assessment” means all sums chargeable by the Association against a Unit and its Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs or collection, including reasonable attorney’s fees, incurred by the Association in connection with the collection of a delinquent Owner’s account, costs and attorney fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.
- 1.3 “Association” mean The McKee Owners Association, a non-profit corporation formed under the laws of the State of Washington composed of all the Unit Owners, acting as a group in accordance with the Governing Documents, and any successor nonprofit corporation. The Association is the Association of Unit Owners as defined in the Act, and as particularly provided for in Article 13 of the Declaration.
- 1.4 “Board” means the Board of Directors of the Association.
- 1.5 “Board Decision” means a decision of the Board of Directors adopted pursuant to Governing Documents.
- 1.6 “Complainant” means the person filing a complaint under these Due Process Procedures.
- 1.7 “Condominium” means The McKee Condominium, a condominium created under the terms of the Declaration and the Act.
- 1.8 “Declaration” means that certain instrument submitting real estate to the Act entitled Condominium Declaration for The McKee, a Condominium, which recorded on August 29, 1994, under Recording number 9408290231, in the records of King County, State of Washington, together with and including any amendments and additions to the Declaration, that have been or may be subsequently recorded.
- 1.9 “Governing Documents” means the Declaration, the Bylaws, and the Rules of the Association, including these Due Process Procedures, adopted pursuant to the Declaration and Bylaws, as these documents may be lawfully amended and/or adopted from time to time.

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- 1.10 “Majority” or “Majority of Unit Owners” means the Unit Owners with more than fifty percent (50%) of the votes in accordance with the percentages assigned in the Declaration.
- 1.11 “Manager” means the person or firm retained by the Board under written agreement between that person or firm and the Association to perform any management and administrative functions and duties delegated to that person or firm with respect to the Condominium.
- 1.12 “Occupant” means anyone who occupies a Unit as a permanent residence or who stays overnight in any Unit more than fourteen (14) days in any calendar month or more than thirty (30) days per calendar year.
- 1.13 “Owner” and “Unit Owner” are synonymous and mean the person or persons owning a Unit in fee, together with an undivided fee interest in the Common Elements in the percentage specified in the Declaration. In the case of a Unit, that has been sold under a real estate contract the term excludes the fee owner or owners and includes the contract purchaser or purchasers. The use of the term “Owner” or “Unit Owner” in the singular throughout these Rules in the contest of the ownership of a single Unit specifically includes the plural where applicable.
- 1.14 “Respondent” means the person alleged to be in violation of a provision of the Governing Documents or a Board Decision in a complaint filed under these Due Process Procedures.
- 1.15 “Rules” means the rules and regulations adopted by the Board as provided in the Declaration, the Bylaws and the Act, or adopted by the affirmative vote of a Majority of Unit Owners at any regular or special meeting of the Association. These Due Process Procedures are a part of the Rules
- 1.16 “Tenant” means and includes a Tenant, lessee, renter or other non-Owner Occupant of a Unit that is not occupied by its Owner.

## ARTICLE 2. RULES ENFORCEMENT PROCEDURES

### 2.1 Board of Directors to Serve as Hearing Board.

- 2.1.1. Composition. The Hearing Board shall be comprised of at least 3 members of the Board. In addition, the Board shall select two (2) alternates from among the members of the Association each year. The alternates shall be available to serve on the Hearing Board in the event of the temporary absence or disqualification of a member of the Hearing Board.
- 2.1.2. Temporary Hearing Board. By vote of the majority of the entire Board, the Board may decide to have a complaint pursuant to these Due Process Procedures heard by a Temporary Hearing Board or Temporary Hearing Officer. The Temporary Hearing Board may be comprised of three Owners designated by the Board. The Temporary Hearing Board may be comprised of such members of the Board of Directors, alternate members of the Hearing Board, and/or the persons designated by the Board. In the alternative, in the discretion of the Board, the Board may designate a Temporary Hearing Officer who shall be an outside neutral arbitrator. For all purposes, the powers and the duties of a Temporary Hearing Board or Temporary Hearing Officer shall be identical to

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## **Rules and Regulations**

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those of the Hearing Board in connection with any matter referred to it by the Board.

- 2.1.3. Temporary Absence or Disqualification of Members. If any member of the Hearing Board is or expects to be temporarily unable to carry out the responsibilities of his or her office for a period of thirty (30) days or longer, that member shall notify the Chairman who may appoint an alternate to serve in his or her place during the period of the absence. The Chairman shall also appoint an alternative to participate in the proceedings of the Hearing Board in the place of a member when a member disqualifies himself or herself on a particular matter. To the extent practicable, the Chairman shall vary between the alternates in assigning them to participation in the proceedings of the Hearing Board.
- 2.1.4. Authority. The Hearing Board is authorized and empowered to investigate, hear and determine all complaints concerning violations by any Unit Owner, Tenant or Occupant, or by the Association, of the Governing Documents or of any Board Decision. The Hearing Board is further authorized and empowered to impose a fine as provided in Section 2.3.5 (c) of these Due Process Procedures in an amount not to exceed the maximum rate established in a fine schedule adopted by resolution of the Board on any person whom it finds to have violated the Governing Documents or a Board Decision, and to require the non-prevailing party to reimburse the Association for any damages found to have been caused by that party or a person for whom that party is responsible under the Governing Documents, and also to reimburse the Association for its costs, including reasonable Attorney's fees, in connection with the matter. The Hearing Board may order the Respondents to take such action as the Hearing Board shall deem necessary and appropriate to remedy or abate any violation found to have been committed (hereinafter referred to as the "Violation"). If the Respondents fail to take any action ordered by the Hearing Board to remedy the Violation within such reasonable time period as is designated in the order, the Association or its authorized agents shall then have the right to enter the Owner's Unit or the Limited Common Element assigned thereto to perform any acts for the purpose of remedying or abating the matter set forth in the notice. Neither the Association nor its agents shall be liable for trespass in connection with any action taken pursuant to this Section. Fines and costs levied under these Due Process Procedures, including without limitation, the costs to the Association of Remedying any Violation, shall constitute Assessments which shall be the personal obligation of the Respondents against whom they are assessed, shall be secured by a lien upon any Unit belonging to or occupied by such person, and shall be collectable in the manner provided for in Article 17 of the Declaration.
- 2.1.5. Officers. The Hearing Board shall elect from among its members a Chairman and a Secretary of the Hearing Board. In the event that either the Chairman or Secretary is replaced by an alternate as provided in Section 2.1.3, or a Temporary Hearing Board is designated as provided in Section 2.1.2, the members of the Hearing Board shall elect a Chairman Pro Tem and/or Secretary Pro Tem as the case may be.

## 2.2 Pre-Hearing Procedure.



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- 2.2.1. Informal Dispute Resolution Procedure. It is the intent of these Due Process Procedures that an informal process be followed prior to the initiation of a formal hearing process against any party subject to these Due Process Procedures. To that end, any member, employee or agent of the Association has the authority to request that an Owner, Tenant or Occupant of any Unit cease or correct any act or perform any omission which appears to be in violation of the governing Documents or of any Board Decision. The informal request must be made, either verbally or in writing, prior to initiation of the formal hearing process.
- 2.2.2. Written Complaint. If the dispute or violation is not resolved informally as provided for under Section 2.2.1, the formal hearing process may be initiated by filing a written complaint with the Secretary of the Hearing Board. The complaint may be filed by any Unit Owner, Tenant or Occupant, including a member of the Board, or may be filed by an employee or agent of the Association ("Complainant"). The complaint shall be signed by the Complainant and shall contain a written statement of the charges, setting forth in ordinary language the acts or omissions with which the alleged violator ("Respondent") is charged and shall contain declaration, under penalty of perjury under the laws of the State of Washington, that the allegations contained in the complaint are true and correct. In order to allow the Respondent to prepare a defense, the complaint shall identify the specific provisions of the Governing Documents or Board Decision which the Respondent is alleged to have violated. The written complaint shall state as many of the specifics as are available regarding time, date, location, nature of violation, persons involved, etc., so that the complaint may be investigated by the Hearing Board. The complaint shall also set forth the efforts that were made to resolve the matter informally as provided in Section 2.2.1. Upon receipt of the written complaint, the Secretary shall assign a number to the complaint to allow the complaint to be easily referred to, and shall note on the first page of the complaint that number and the date and time of receipt.
- 2.2.3. Service of Complaint and Notice. Within five (5) days of receipt of the complaint, the Secretary shall cause a copy of the complaint, together with a notice in the form specified in Section 2.2.4 and a copy of these Rules Enforcement Procedures, to be served upon the Respondent, at the Unit address or at such other address which the Respondent has request in writing that the Association use for the purposes of notices. Service of the complaint and notice shall be made in the manner required by Paragraph 2.2.5 of these Due Process Procedures. If the party who is the subject of a complaint is a Tenant or other non-Owner Occupant of a Unit, the Owner of the Unit in which that Respondent lives shall also be named as a Respondent under the complaint. No order adversely affecting the rights of a Respondent shall be made in any case unless the Respondent shall have been served as provided for in these Due Process Procedures.
- 2.2.4. Notice of Respondent's Rights and Hearing. The Secretary shall, at least fifteen (15) days prior to the hearing, serve upon the Respondent and Complainant in the manner provided for in Paragraph 2.2.5, a Notice of Respondent's Rights and Hearing, which shall be in substantially the form contained in Appendix A but may contain additional information.
- 2.2.5. Service: How Accomplished. Service of any documents required to be served by these Due Process Procedures shall be by leaving the documents with the



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party personally, by leaving the documents with a person of suitable age and discretion at the party's residence or by First Class Mail. If service is by personal service, the Secretary or other person accomplishing the service shall prepare and file with the Secretary an affidavit or declaration made under penalty of perjury stating the name of the person served and the time and place at which service was had. If service is by mail, the Secretary or other person accomplishing the service shall prepare and file an affidavit or declaration made under penalty of perjury stating the time and place at which the document was deposited in the United States mail with first class postage prepaid and further stating the name of the person and place to which same was addressed. Service by mail shall be deemed to have been made three (3) days after mailing. Service upon the Association shall be made by service upon the Secretary, President or Manager of the Association.

- 2.2.6. Reschedule. If the Complainant or Respondent can show good cause why he/she cannot attend the hearing, he/she must notify the Secretary of the Hearing Board at least 48 hours prior to the originally scheduled hearing except in cases of unexpected emergency. The Hearing Board may in its discretion reschedule the hearing for good cause shown.
- 2.2.7. Objections to Complaint. Any objection to the complaint on the grounds that the Hearing Board has no jurisdiction over the acts or omissions alleged in the complaint or that the complaint is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare his or her defense must be presented to the Hearing Board in writing within seven (7) days of the date on which the complaint is served on the Respondent. The Respondent shall also serve a copy of the objections on the Complaint within that time period. If the Hearing Board determines, either as a result of an objection or on its own initiative, that the complaint is insufficient, the complaint will be returned to the Complainant with a letter stating the reason for the rejection.
- 2.2.8. Amended Complaint. Not later than seven (7) days prior to the date set for the hearing, the Complainant may file an amended or supplemental complaint with the Secretary, who shall cause a copy of the amended or supplemental complaint to be served upon the Respondent in the manner required in Section 2.2.5, not later than 72 hours prior to the time set for the hearing.
- 2.2.9. Default. Failure of one party to appear at a scheduled hearing, where that party prior to the hearing has failed to show good cause why the hearing should be rescheduled, does not preclude the Hearing Board from proceeding with the hearing, receiving evidence from and hearing arguments by the other party, and rendering a decision in the matter. Upon failure of the complainant to appear, the Hearing Board may, in its discretion, terminate the matter.
- 2.2.10. Discovery. Either party, or the Hearing Board is entitled to:
  - (a) Obtain by written request the names and addresses of the witnesses to the extent known to the other party within 72 hours of the request to the other party, and

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- (b) Inspect and make a copy of any statements, writings, investigative reports or other documentary evidence relative to the subject matter of the hearing.
- (c) Where a request has been made by the Hearing Board or the other party as provided in Section 2.2.10(a), only witnesses who are disclosed as required therein will be allowed to testify unless the opposing party waives objection to the witness during the hearing.
- (d) Where a request has been made by the Hearing Board or the other party as provided in Section 2.2.10(b), only such evidentiary matter which was disclosed as required therein will be considered unless the opposing party waives objection to the evidence during the hearing.

Nothing in this Section shall authorize the inspection or copying of any writings or other thing which is privileged from disclosure by law or protected as attorney's work product. Any party claiming that request for discovery has not been complied with shall submit a written statement of the facts and circumstances to the Hearing Board. The Hearing Board shall make a determination and issue a written order setting forth the materials or parts of the materials to which the petitioner is entitled and the sanctions to be imposed on non-compliance with the order.

- 2.2.11. Impartiality. It shall be the duty of each member of the Hearing Board to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of the matter before the Hearing Board. Any member incapable of objective and impartial consideration of the case shall disclose that to the Hearing Board and shall disqualify and remove himself or herself from participation in the consideration of the proceedings, and have it so recorded in the minutes of the Hearing Board. If the Chairman designates an alternative to serve in the withdrawing member's place as provided in Section 2.1.3.

Either party may challenge any member of the Hearing Board for cause where a fair and impartial hearing cannot be afforded; provided that the challenge must be made before the issuance of any order or the taking of any evidence or testimony in the proceeding. In the event of a challenge, the Board shall meet to determine its sufficiency. If a majority of the Board sustains the challenge, the Board shall appoint an alternate to serve in connection with the matter. If the Board is unable to appoint a designated alternate to fill the vacancy, the Board shall appoint another member of the Association to serve on the Hearing Board in the particular case in which the challenge arose. All decisions of the Board shall be final.

### 2.3 Hearing Procedures.

- 2.3.1 Conduct of Hearing. The hearing shall be heard by the members of the Hearing Board, including any alternates designated to serve on the Hearing Board in the particular case. The Respondent shall appear in person or be represented by a duly authorized representative if the Respondent submits to the Secretary the written authority of the representative on his or her behalf. The Chairman, in his

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or her absence, the Chairman Pro Tem, shall preside over the conduct of the hearing and shall make any necessary evidentiary rulings. The hearing shall be informal. At the beginning of the hearing the Chairman shall explain the rules and procedures by which the hearing is to be conducted.

### 2.3.2 Order of Proceedings. The order of the proceedings shall be as follows:

- (a) Each party to the proceeding is entitled to make an opening statement setting forth his or her version of the case, starting with the Complainant.
- (b) Each party, starting with the Complainant, is entitled to produce evidence, witnesses and testimony, subject to Section 2.2.10, above. The other parties are entitled to cross-examine any witnesses and the opposing party after the party presenting the testimony has concluded with the witness.
- (c) Any member of the Hearing Board may question any party or witness. The Hearing Board members may, on their own motion, call witnesses or secure tangible evidence. A party may within reasonable time prior to the hearing date request the Hearing Board to call witnesses or secure tangible evidence. The request shall be granted or denied in the discretion of the Hearing Board.
- (d) Each party, starting with the Respondent, is entitled to make a closing statement. The Respondent is entitled to make a final statement in rebuttal following the complainant's closing statement.
- (e) At the request of the Respondent, the Hearing Board may decide, in its discretion, to conduct the hearing in executive session, excluding such persons, other than the members of the Hearing Board, the Manager of the Association, the parties and their respective counsel, as the Hearing Board shall in its discretion determine appropriate.
- (f) Each party has the right to representation by counsel at his or her own expense.
- (g) Either party or the Hearing Board may cause the hearing to be transcribed at his, her or its own expense.
- (h) The Hearing Board may expel any person from a hearing for improper, disorderly or contemptuous conduct.

### 2.3.3 Rules of Evidence. The following rules of evidence shall apply to the proceedings before the Hearing Board.

- (a) Any relevant evidence which is not privileged is admissible regardless of whether the evidence is hearsay or otherwise inadmissible in a court of law. The Chairman may exclude irrelevant, immaterial or unduly repetitious evidence.

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- (b) At the request of any party to the proceeding, made in writing delivered to the Secretary of the Hearing Board at least five (5) days prior to the date of the hearing, or at the direction of the Chairman, oral evidence shall be taken on an oath or affirmation administered by a Notary Public or other official authorized by the State of Washington to administer oaths.

2.3.4 Assurance of Voluntary Compliance. The Hearing Board in its discretion, in lieu of or in addition to conducting the hearing, may accept an Assurance of Voluntary Compliance from any Respondent. Unless otherwise specified therein, giving an Assurance does not constitute an admission that a violation of any provision of the Governing Documents or of any Board Decision has taken place. In the discretion of the Hearing Board, the Assurance may include a stipulation for payment of damages, costs or attorney's fees by Respondent to the Complainant and/or the Association. From time to time, a person who has made and Assurance of Voluntary Compliance shall provide all information to the Board reasonably requested to determine whether the Respondent is in compliance with the Assurance. The Hearing Board is not precluded from further action by its acceptance of an Assurance of Voluntary Compliance in the event that the Respondent violates the terms of the Assurance.

2.3.5 Decision and Order.

- (a) As soon as possible after all testimony and documentary or physical evidence has been presented to the Hearing Board, but in no case more than ten (10) days after the close of the hearing, the Hearing Board shall meet in executive session to deliberate and reach a decision. A decision of a majority of the Hearing Board shall be controlling. The decision shall be in writing and shall summarize the evidence presented to and considered by the Hearing Board, shall state the facts upon which the Hearing Board has based its decision and shall contain a finding as to whether or not the Respondent has violated the Governing Documents or a Board Decision. The decision of the Hearing Board must be based on substantial evidence, which shall be set forth in the decision.
- (b) Upon a decision that a violation has occurred, the Hearing Board may order that the Respondent shall do or refrain from doing any act necessary to cause the Respondent to comply with the provisions of the Governing Documents and/or any Board Decision. The order of the Hearing Board shall become effective five (5) days after it is served on the Respondent in the manner provided for in Section 2.2.5 unless the Hearing Board otherwise provides in its order.
- (c) The Hearing Board may provide in its order for the imposition of a reasonable fine not to exceed the maximum amounts set forth prior to the alleged Violation in a schedule of fines adopted from time to time by resolution of the Board of Directors. The fine may include a daily fine in the event that the Respondent does not comply with the order of the Hearing Board, including the payment of the fine, within the allotted time. The Hearing Board may also provide in its order that the non-prevailing party shall reimburse the costs, including

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reasonable attorney's fees, costs of transcription of the hearing and costs of the attendance of an official authorized to administer oaths incurred by the Association (except where the Association is the non-prevailing Complainant) and/or the prevailing party in connection with the proceeding, and may require the non-prevailing party to reimburse the Association for any damages found to have caused by that party or a person for whom that party is responsible under the Governing Documents of the Association. Any fine or charge so imposed by the Hearing Board shall be the personal obligation of the person against whom it is imposed, shall constitute a lien upon the Unit owned or occupied by that person, and may be collected in the manner provided in the Declaration and the Act for the collection of Assessments.

- (d) The decision of the Hearing Board, including a minority opinion if any, shall be served on each party to the matter forthwith in the manner provided for in Section 2.2.5 of these Due Process Procedures. A copy of the decision and order shall be sent to the Secretary of the Association and filed in the books of the Association.

2.4 Judicial Enforcement. Failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be sufficient grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association and/or the prevailing party in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board on behalf of the Owners). Such failure shall further be sufficient grounds for the issuance of injunctive relief in such an action. Nothing contained in the Governing Documents shall be deemed or construed as a waiver of the Association's right to bring an action as provided in the Section or in RCW 64.3464.55 without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after the filing of a complaint pursuant to Section 2.2.2 by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the governing documents, any Board Decision or any Hearing Board decision, an aggrieved Owner on his or her own may maintain an action for damages or injunctive relief against the party (including an Owner or the Association) failing to comply. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as party of its judgment a reasonable sum for attorney's fees incurred in connection with the action, in addition to taxable costs permitted by law.

2.5 Enforcement Against Tenants. If a Tenant or a Related Party occupying a Unit fails to comply with a provision of the Governing Documents, a Board Decision or a decision of the Hearing Board, then, in addition to all other remedies which it may have, the Board shall notify the Unit Owner of the violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after the notice. If the violation(s) is (are) not remedied within the thirty (30) day period, then the Unit Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act or any successor statute on account of the violation(s). The action shall not be compromised or settled without the prior written approval of the Board. If the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute the action as attorney-in-fact for the

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Unit Owner and at the Unit Owner's sole cost, including all attorney's fees incurred. The costs of the action, including attorneys fees, shall be recoverable from the Tenant, and in addition shall be deemed to constitute Assessments secured by a lien on the Unit involved as well as the personal obligation of the Unit Owner, and collection of those costs may be enforced by the Board in the manner described in Article 17 of the Declaration. Each and every Unit Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described in this Article.

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**APPENDIX A TO DUE PROCESS HEARING BOARD PROCEDURES**

**NOTICE OF RESPONDENT'S RIGHTS AND HEARING BEFORE THE MCKEE CONDOMINIUM  
HEARING BOARD**

RESPONDENT \_\_\_\_\_

COMPLAINANT \_\_\_\_\_

CASE NUMBER \_\_\_\_\_

The above-named parties are hereby notified that a hearing will be conducted before the Hearing Board at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the hour of \_\_\_\_\_ upon the charges made by Complainant in the complaint attached to this Notice. In the event that you are not present at the hearing a decision may be rendered against you. You have the right to be present at the hearing and to be represented by counsel at your own expense. You are entitled to present any relevant witnesses or other evidence and will be given full opportunity to cross-examine any witnesses presented by the other party. You are entitled to determine the identity of witnesses to be presented by the other party and to examine relevant records by applying to the Hearing Board.

If any of the parties can show good cause as to why they cannot attend the hearing on the above date, they shall petition the Hearing Board at least forty-eight (48) hours prior to the scheduled hearing date. Failure to appear or to obtain an order rescheduling the hearing will constitute a "default" as per section 2.2.9 of the Due Process Procedures, a copy of which is enclosed with this Notice, and the Hearing Board shall proceed with the Hearing.

The Respondent has the right to object to the complaint on the ground that it does not state acts or omission upon which the Hearing Board may proceed and has the right to object to the form of the complaint on the ground that it is so indefinite or uncertain that the Respondent cannot identify the violation behavior or prepare a defense.

The Hearing Board must receive any objection to the form or substance of the complaint within ten (10) days of the date on which the complaint is served on the Respondent.

The Respondent may also admit to the complaint in whole or in part. In that event, the Hearing Board may hold a hearing as to any mitigating circumstances or to determine the appropriate penalty or may make a determination to waive the hearing and simply impose a penalty, if any.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Secretary of the Hearing Board

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**RULES OF THE MCKEE CONDOMINIUM**  
**Certificate of Adoption**

The undersigned president and secretary of the McKee Condominium certify that the foregoing Rules were duly adopted by the Board of Directors in accordance with the procedures provided in the Declaration (King Co. Recording No. 9408290231) and shall be effective as of this 18<sup>h</sup> day of April, 2013.

DATED the \_\_\_\_\_ Day of \_\_\_\_\_, 2013

THE MCKEE OWNERS ASSOCIATION

\_\_\_\_\_  
Rich Edwards  
President

ATTEST: The above amendment was properly adopted.

\_\_\_\_\_  
Bill Sutter  
Secretary



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### ATTACHMENT A

### FEE SCHEDULE

**Effective April 25, 2013**

#### **Rules Violation Fines**

Level 1 (minor)	
1 <sup>st</sup> Offense	Warning
2 <sup>nd</sup> Offense	\$50.00
Subsequent Offense	\$75.00
Level 2 (medium)	
1 <sup>st</sup> Offense	Warning
2 <sup>nd</sup> Offense	\$75.00
Subsequent Offense	\$100.00
Level 3 (major)	
1 <sup>st</sup> Offense	Warning
2 <sup>nd</sup> Offense	\$100.00
Subsequent Offense	\$150.00
Level 4 (legal action required)	\$1,000
Fine Late Fee (per Month)	\$25.00

#### **Monthly Homeowner Fees**

Late Payment Fee (payments not received by 15 <sup>th</sup> of month)	\$50.00
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#### **Move In/Move Out Fees (1<sup>st</sup> move in/out)**

Move-In and Move Out Fee, Monday - Friday (nonrefundable)	\$400.00
Move-In and Move Out Fee, weekends (nonrefundable)	Mon-Fri fee + \$200.00
Pet Fee (nonrefundable, per pet)	\$200.00

#### **Guest Suite Rental Fee**

First Night	\$60.00
Additional Nights	\$40.00

#### **Miscellaneous Fees and Deposits**

Club Room Cleaning Deposit	\$100.00
Pet Fee (nonrefundable, per pet acquired while a resident)	\$100.00
Deposit for Architectural Plans	\$250.00